

EXHIBIT "A-1"
AMENDMENT 2
SCOPE OF SERVICES
RLI R0999201R1
Engineering Services for NRWTP Capacity Improvements
January 7, 2020

Subtask 4.2 – Injection Well Operating Permit Year 2020 Renewal for Injection Wells 1-6

CONSULTANT shall prepare and submit to Florida Department of Environmental Protection (FDEP) an injection well (IW) operating permit renewal application for IW1-6 for the Year 2020 permit renewal cycle. CONSULTANT shall prepare and submit the application in accordance with the requirements of FAC 62-528.455 (3). The supporting documents shall consist of the following:

- Updated area of review information.
- A copy of a recent wastestream analysis representative of the fluids which are currently being injected provided by COUNTY.
- A satisfactory demonstration of mechanical integrity for the wells based on the most recent mechanical integrity tests.
- Results of ground water and other monitoring data obtained since the last permit was issued in tabular and graphical presentation of all ground water monitoring data.
- Results of specific injectivity and pressure fall-off information.
- Financial responsibility information provided by COUNTY based on an updated plugging and abandonment plan and cost estimate prepared by CONSULTANT.

CONSULTANT shall prepare the draft permit application in pdf format for COUNTY review and comments. CONSULTANT shall attend one meeting with COUNTY to review the draft application package.

CONSULTANT shall prepare a final permit application package consisting of FDEP Form 62-528.900(1) and supporting documentation and shall submit it to the FDEP on COUNTY's behalf.

TASK 6 – INJECTION WELL 7 AND 8 REPAIR WORK OVERSIGHT

Construction of IW7 and IW8 by the original Construction Contractor included defective work and did not allow the COUNTY to operate the IW 7 and IW8 as planned. The COUNTY requested repairs from the original Construction Contractor, but the original Construction Contractor would not perform the appropriate, corrective work. The COUNTY is therefore

entering into contract with a separate Construction Contractor to complete the necessary repair work.

COUNTY has requested CONSULTANT provide limited construction oversight services for the construction of the repairs at IW7 and IW8 by the separately procured Construction Contractor. Services shall include correspondence with the COUNTY and with the Construction Contractor, communications with FDEP, preparation of request for Services (RFSs), responses to Requests for Additional Information (RFIs), review of shop drawings, review of payment applications, attendance at meetings, coordination with the Pompano Beach Building Department, part-time onsite inspection services, and other such related construction oversight work.

Services provided under Task 6 shall be billed on an hourly basis up to the specified amount for this task. If the amount budgeted for Task 6 is expended and additional services are requested of the CONSULTANT, an amendment will be provided to further fund this task.

TASK 7 – MEDIATION, ARBITRATION, AND LITIGATION SUPPORT

COUNTY terminated for cause the contract with the IW7 and IW8 contractor due to the failure of the contractor to investigate and repair defective work evidenced by the seepage of water at the concrete injection well pads for IW7 and IW8. The contractor engaged an attorney and further correspondence with the contractor and attorney (through Office of County Attorney) may be required.

The COUNTY has requested that CONSULTANT be available for additional services related to the IW7 and IW8 original construction. These services shall be provided on an as-requested basis up to the limits of this task and may include the following:

- critical evaluations of the contractor's claims,
- critical evaluation of the contractor's damages,
- critical review and evaluation of the analyses the COUNTY's experts and/or contractor's experts perform
- participation in planning and strategy sessions with the COUNTY
- Participation and assistance at potential mediation and/or between the COUNTY and contractor
- Other claims related assistance as requested through the Contract Administrator

Services provided under Task 7 shall be billed on an hourly basis up to the specified amount. If the amount budgeted for Task 7 is expended and additional services are requested of the CONSULTANT, an amendment will be provided to further fund this task.

Time of Performance

The estimated schedule of CONSULTANT activities are as follows.

<u>Task</u>	<u>Time (days)</u>
4.2 IW Operating Permit Year 2020 Renewal for IW 1-6	180
6 IW 7 and 8 Repair Work Oversight	600
7 Mediation, Arbitration, and Litigation Support	<u>1000</u>
Total	Up to 1000 days

Key Assumptions

- COUNTY will pay permit fee for the operational renewal of each deep injection well to FDEP directly. Permit fees will not be paid out of CONSULTANT's reimbursables.
- CONSULTANT shall not be responsible for the acts or omissions of any Construction Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
- CONSULTANT shall not be responsible for Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Construction Contractor and shall interpret all technical requirements of the Contract Documents.